

CONTRACT AMENDMENT ONE

This Amendment (the "Amendment") is made this ____ day of _____ 20__ by and between:

JOHNSON CONTROLS, INC. ("JCI")
35 ARKAY DRIVE, SUITE 100
HAUPPAUGE, NY 11788

and

PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT ("CUSTOMER" or "DISTRICT")
241 SOUTH OCEAN AVENUE
PATCHOGUE, NY 11772

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated August 5, 2025 (the "Agreement");

WHEREAS, JCI and Customer desire to amend the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The Agreement shall be amended in accordance with the following:
 - a. On page 2 of the Agreement, under ARCHITECT/ENGINEER OF RECORD; CONSTRUCTION MANAGER, replace "1,426,341" with "1,417,188".
 - b. On page 15 of the Agreement, replace the table with the following:

ECM #	Proposed Measures	Patchogue-Medford High School	Oregon Middle School	Saxton Middle School	South Ocean Middle School	Barton Elementary School	Bay Elementary School
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x	x	x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x	x	x
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	x	x	x	x	x	x
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control		x				
ECM 5	Condensing Unit/RTU Replacement	x	x	x		x	
ECM 6	Air Handling Unit – VFD on CV Fans	x					
ECM 7	Energy Efficient Motors Replacement	x				x	
ECM 8	Heating System - Burners Replacement	x	x	x	x	x	
ECM 9	Heating System - DHW Controllers	x		x	x	x	x
ECM 10	Heating System - Steam Trap Replacement		x	x			x

ECM 11	Heating System - Pipe and Valve Insulation	x	x		x	x	
ECM 12	AC Compressor Controllers	x	x	x		x	x
ECM 13	Refrigeration Compressor Controllers	x	x	x			
ECM 14	Roof Upgrades		x	x	x	x	x
ECM 15	Renewable Energy- Photovoltaic Electric Generation		x	x	x	x	x
ECM 16	Renewable Energy- Photovoltaic Electric Generation VDER	x					
ECM 17	Plug Load Controllers	x	x	x	x	x	x

ECM #	Proposed Measures	Canaan Elementary School	Eagle Elementary School	Medford Elementary School	River Avenue Elementary School	Tremont Elementary School	District Office
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x		x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x	x	x
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	x	x	x	x	x	
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control	x					
ECM 5	Condensing Unit/RTU Replacement			x	x		x
ECM 6	Air Handling Unit – VFD on CV Fans						
ECM 7	Energy Efficient Motors Replacement		x	x			
ECM 8	Heating System - Burners Replacement	x	x	x	x	x	
ECM 9	Heating System - DHW Controllers	x	x	x	x	x	
ECM 10	Heating System - Steam Trap Replacement	x		x	x	x	
ECM 11	Heating System - Pipe and Valve Insulation	x	x	x	x	x	
ECM 12	AC Compressor Controllers			x	x		
ECM 13	Refrigeration Compressor Controllers						
ECM 14	Roof Upgrades	x	x	x	x	x	
ECM 15	Renewable Energy- Photovoltaic Electric Generation	x	x	x	x	x	
ECM 16	Renewable Energy- Photovoltaic Electric Generation VDER						
ECM 17	Plug Load Controllers	x	x	x	x	x	x

- c. On page 20 of the Agreement, under ECM 4.1 – Energy Management System – Temperature Setback / Optimal Start, under Boiler Room Automatic Temperature Control, replace the table with the following:

Building	No. of Boiler Rooms
Patchogue-Medford High School	2
Oregon Middle School	1
Saxton Middle School	1
South Ocean Middle School	1
Barton Elementary School	1
Bay Avenue Elementary School	1
Canaan Elementary School	1
Eagle Elementary School	1
Medford Elementary School	1
River Ave Elementary School	1
Tremont Elementary School	1

- d. On page 21 of the Agreement, under ECM 4.1 – Energy Management System – Temperature Setback / Optimal Start, under Boiler Room Valve Replacement, replace the table with the following:

Building	Steam Zone Valves	3-way Mixing Valves	Steam/HW HEX	Differential Pressure Control Valves
Patchogue-Medford High School		2		
Oregon Middle School	4		2	
Saxton Middle School	2			
South Ocean Middle School		1		
Barton Elementary School		2		
Bay Avenue Elementary School	4			
Canaan Elementary School	2			
Eagle Elementary School		1		2
Medford Elementary School	4			
River Ave Elementary School	2			
Tremont Elementary School	3			

- e. On page 22 of the Agreement, under ECM 4.1 – Energy Management System – Temperature Setback / Optimal Start, remove Air Handling Unit DDC Retrofit in its entirety and replace with the following:

Air Handling Unit / Unit Ventilator DDC Retrofit

- Convert air-handling units / unit ventilators to Direct Digital Controls (DDC), including replacement of existing pneumatic end devices with electronic type. All converted units will be fully electronic and will no longer require a compressed air supply.
- This includes the following points and sequences:
 - Supply & Return Fan Start / Stop and Status Monitoring
 - Economizer control, including outdoor air enthalpy change-over on cooling equipment.
 - Mixed air/low-limit control
 - Heating (discharge or room control as specified by Architect/Engineer)
 - Cooling (discharge or room control as specified by Architect/Engineer)
 - Discharge control
 - Freeze protection.

- Remote set point control from BMS front-end
- Warm-up/Cool-down

Building	# of AHUs	# of UVs
Patchogue-Medford High School	1	0
Oregon Middle School	0	3
Saxton Middle School	1	0
South Ocean Middle School	1	1
Tremont Elementary School	0	2

- f. On page 24 of the Agreement, under ECM 4.1 – Energy Management System – Temperature Setback / Optimal Start, under Optimal Start, replace the table with the following:

Building
Patchogue-Medford High School
Oregon Middle School
Saxton Middle School
South Ocean Middle School
Barton Elementary School
Bay Avenue Elementary School
Canaan Elementary School
Eagle Elementary School
Medford Elementary School
River Ave Elementary School
Tremont Elementary School

- g. On page 27 of the Agreement, remove the ECM 6: Pumping System – VFD on HW Pumps, in its entirety and replace with the following:

ECM 6: Air Handling Unit – VFD on CV Fans

Johnson Controls to provide, install and wire new variable frequency drives (VFD's) on existing energy efficient motors.

The new variable frequency drives that will be installed near the existing motor location and the new VFD control panels will be in the same locations replacing the existing motor control panels.

- Replace motors, if not VFD compatible.
- A new DDC control panel and differential pressure sensor will be provided and installed to regulate the speed of the fan according to the load requirements.

Building	Location	Equipment Type	Equipment Name	HP
High School	Gym-Aud Fan Room	HV Unit	HV6	20

- h. **On page 30 of the Agreement, remove ECM 11: Heating System – Pipe and Valve Insulation in its entirety and replace with the following:**

ECM 11: Heating System – Pipe and Valve Insulation

Johnson Controls shall supply and install pipe and valve insulation and/or thermal jackets on non-leaking existing hot water and steam systems to reduce heat loss according to the following table below.

The fiberglass pipe insulation shall be manufactured by Johns Manville or a manufacturer of equivalent type and quality, and with PVC fitting covers where applicable. The removable insulated fiberglass pads on serviceable connections shall be made with Silicone Impregnated Fiberglass Cloth manufactured by GLT Products or a manufacturer of equivalent type and quality.

The following table lists the items that were found to be uninsulated.

Task	Patchogue -Medford HS	Oregon MS	Saxton MS	South Ocean MS	Barton ES	Canaan ES	Eagle ES	Medford ES	River Ave ES	Tremont ES	Total
Ball Valve Insulation (Units)	6	1	0	2	3	7	0	1	2	0	22
Bonnet Insulation (Units)	1	5	0	0	0	4	0	7	1	0	18
Butterfly Valve Insulation (Units)	2	0	0	3	5	4	0	3	1	7	25
Check Valve Insulation (Units)	0	0	0	2	3	2	0	3	2	3	15
Control Valve Insulation (Units)	0	1	0	0	0	0	0	2	0	1	4
End Cap Insulation (Units)	1	3	0	0	1	2	1	3	0	1	12
Flange Insulation (Units)	73	17	0	36	18	14	37	25	2	21	243
Flex Fitting Insulation (Units)	20	4	0	4	6	4	13	0	0	4	55
Gate Valve Insulation (Units)	4	0	0	0	0	0	0	4	1	0	9
Pipe Fitting Insulation (Units)	24	6	0	8	11	37	0	63	16	8	173
Pipe Reducer Insulation (Units)	10	2	0	8	3	2	8	3	0	2	38
Pump Insulation (Units)	18	5	0	2	3	5	11	7	5	3	59
Steam Trap Insulation (Units)	0	4	0	0	0	2	0	4	1	1	12
Straight Pipe Insulation (LF)	85	23	0	13	20	77	0	149	24	31	422
Strainer Insulation (Units)	1	3	0	0	0	2	0	2	2	1	11
Suction Diffuser Insulation (Units)	10	2	0	4	3	2	9	2	0	2	34
Tank Insulation (Units)	2	1	0	0	0	3	0	3	2	0	11
Triple Duty Valve Insulation (Units)	5	0	0	4	0	2	1	0	0	0	12

- i. On page 34 of the Agreement, under ECM 15: Renewable Energy – Photovoltaic Electric Generation, replace “835.7” with “830.8” at all the locations.
- j. On page 34 of the Agreement, under ECM 15: Renewable Energy – Photovoltaic Electric Generation, replace the table with the following:

Building	Roof Mounted PV (kW-DC)
Oregon Middle School	133.3
Saxton Middle School	302.5
South Ocean Middle School	50.2
Barton Elementary School	50.2
Bay Elementary School	50.2
Canaan Elementary School	47.1
Eagle Elementary School	50.2
Medford Elementary School	65.7
River Avenue Elementary School	31.0
Tremont Elementary School	50.2
Total	830.8

- k. On page 36 of the Agreement, under ECM 16: Renewable Energy – Photovoltaic Electric Generation (VDER System), replace “1272” with “1270.1” at all locations.
- l. On Page 42 of the Agreement, under Exhibit 1: PROJECT BENEFITS delete the section up to “Measurement and Verification (M&V) Services” in its entirety and replace with following:

Subject to the terms and conditions of this Agreement JCI guarantees that Customer will achieve a total of \$30,490,605 in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), \$5,670,972 in Operations and Maintenance Cost Avoidance, and \$1,991,246 in Rebates/IRA Direct Pay during the term of this Agreement, for Total Guaranteed Project Benefits of \$38,152,823 as set forth in the Total Project Benefits Table below.

Table 2.1.2: Total Project Benefits

Performance Year	Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance**	Non-Recurring Benefits (Rebates and IRA Direct Pay***)	Total Guaranteed Project Benefits
Installation				\$0
1	\$1,244,530	\$315,054	\$101,246	\$1,660,830
2	\$1,288,089	\$315,054		\$1,603,143
3	\$1,333,172	\$315,054	\$1,890,000	\$3,538,226
4	\$1,379,833	\$315,054		\$1,694,887
5	\$1,428,127	\$315,054		\$1,743,181

6	\$1,478,111	\$315,054		\$1,793,165
7	\$1,529,845	\$315,054		\$1,844,899
8	\$1,583,390	\$315,054		\$1,898,444
9	\$1,638,809	\$315,054		\$1,953,863
10	\$1,696,167	\$315,054		\$2,011,221
11	\$1,755,533	\$315,054		\$2,070,587
12	\$1,816,976	\$315,054		\$2,132,030
13	\$1,880,571	\$315,054		\$2,195,625
14	\$1,946,391	\$315,054		\$2,261,445
15	\$2,014,514	\$315,054		\$2,329,568
16	\$2,085,022	\$315,054		\$2,400,076
17	\$2,157,998	\$315,054		\$2,473,052
18	\$2,233,528	\$315,054		\$2,548,582
Totals	\$30,490,605	\$5,670,972	\$1,991,246	\$38,152,823

Values in table above are rounded to the nearest dollar.

* Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on an anticipated 3.5% increase in unit energy costs as set forth in the table in Exhibit 6.

** Operation & Maintenance (O&M) Project Benefit. O&M cost Avoidance figures in the table above are based on an anticipated 0% increase in O&M costs as set forth in the table in Exhibit 4.

*** Timing and nature of Customer's receipt of Non-Recurring Benefits including ITC Direct Pay are subject to considerations specified in terms of this Agreement and are indicative.

- m. **On Page 43 of the Agreement, under Exhibit 1: PROJECT BENEFITS, replace the section for "Project Benefits Shortfalls or Surpluses" with the following:**

Project Benefits Shortfalls or Surpluses.

- (1) During the Initial M&V Services Period, the following shall apply:

(a) *Project Benefits Shortfalls.* If an Annual Project Benefits Shortfall occurs for any one year of the Initial M&V Services Period, JCI shall, subject to Customer's agreement, which shall not be unreasonably withheld, pay to Customer the amount of such shortfall.

(b) *Project Benefits Surpluses.* If an Annual Project Benefits Surplus occurs for any one year of the Initial M&V Services Period, such Annual Project Benefits Surplus shall accrue to the benefit of the Customer and shall not be applied to any shortfall during any year of the Initial M&V Services Period.

- (2) Following the conclusion of the Initial M&V Services Period, the following shall apply:

(a) If the Annual Project Benefits are met in each year during the period that M&V Services are provided, it shall be assumed (in accordance with Option A of the NEMVP and based upon the equipment continuing to operate in accordance with specified criteria) that the Annual Project Benefits will be met during each year of the Guarantee Period.

(b) If there is an Annual Project Benefits Shortfall at the end of the Initial M&V Services Period and such Shortfall is the result of the equipment not operating in accordance with specified criteria, then, subject to the Customer's agreement, either: (a) the M&V Services will be renewed for a

minimum of one (1) year, subject to Schedule 4 – Price and Payment Terms; and/or (b) Customer will allow JCI access to the property to conduct repairs or make adjustments to the equipment as necessary to resolve the cause of the Shortfall. Once the cause of the Shortfall is resolved, it shall be assumed (based upon the equipment continuing to operate during each subsequent year of the Guarantee Period in accordance with the specified criteria) that the Annual Project Benefits will be met during each subsequent year of the Guarantee Period. If a Shortfall continues to exist notwithstanding the equipment operating in accordance with the specified criteria, JCI shall pay the amount of such Shortfall to Customer for each remaining year of the Guarantee Period.

- n. On Page 57 of the Agreement, under EXHIBIT 3: MEASURED PROJECT BENEFITS remove Table 2.3: Measured Project Benefits Summary in its entirety and replace with following:

ECM#	ECM	Savings						
		Electric Use		Elect. Demand		Thermal		Total (\$)
		\$	kWh	\$	kW	\$	MMBtu	
ECM 1	Lighting - Interior Retrofit	\$292,936	1,655,615	\$91,031	578	-\$23,001	(2,096)	\$360,966
ECM 2	Lighting - Exterior Retrofit	\$13,685	78,840	\$0	-	\$0	-	\$13,685
ECM 3	Building Envelope - Weatherization	\$2,866	16,128	\$0	-	\$23,312	2,090	\$26,178
ECM 4.1	Energy Management System - Temperature Setback / Optimal Start	\$70,384	394,776	\$0	-	\$76,932	6,868	\$147,315
ECM 4.2	Energy Management System - Kitchen Hood Exhaust Fan Control	\$6,105	34,490	\$0	-	\$16,118	1,390	\$22,223
ECM 5	Condensing Unit/RTU Replacement	\$35,132	196,107	\$0	-	\$0	-	\$35,132
ECM 6	Air Handling Units – VFD on CV Fans	\$2,054	12,096	\$0	-	\$4,905	468	\$6,959
ECM 7	Energy Efficient Motors Replacement	\$7,580	44,260	\$942	57	\$0	-	\$8,522
ECM 8	Heating System - Burners Replacement	\$0	-	\$0	-	\$62,408	5,566	\$62,408
ECM 9	Heating System - DHW Controllers	\$0	-	\$0	-	\$3,868	345	\$3,868
ECM 10	Heating System - Steam Trap Replacement	\$0	-	\$0	-	\$62,470	5,433	\$62,470
ECM 11	Heating System - Pipe and Valve Insulation	\$0	-	\$0	-	\$22,637	1,996	\$22,637
ECM 12	AC Compressor Controllers	\$14,577	82,320	\$0	-	\$0	-	\$14,577
ECM 13	Refrigeration Compressor Controllers	\$1,383	7,715	\$0	-	\$0	-	\$1,383
ECM 14	Roof Upgrades	\$1,583	8,722	\$0	-	\$9,162	800	\$10,745
ECM 15	Renewable Energy- Photovoltaic Electric Generation	\$201,145	1,101,810	\$0	-	\$0	-	\$201,145
ECM 16	Renewable Energy- Photovoltaic Electric Generation VDER	\$234,142	1,643,102	\$0	-	\$0	-	\$234,142
ECM 17	Plug Load Controllers	\$10,175	56,243	\$0	-	\$0	-	\$10,175
	Total	\$893,746	5,332,224	\$91,973	636	\$258,811	22,861	\$1,244,530

- o. On Page 58 of the Agreement, under EXHIBIT 4, under Energy Rebates / Incentives, replace “\$96,490” with “\$101,246”.

- p. **On Page 59 of the Agreement, under EXHIBIT 4, remove the “Solar Investment Tax Credit Direct Pay (“ITC”) under Inflation Reduction Act (“IRA”)” in its entirety and replace with the following:**

Solar Investment Tax Credit Direct Pay (“ITC”) under Inflation Reduction Act (“IRA”):
\$1,890,000 (“ITC Amount”)

The parties agree the solar photovoltaic scope of Work is eligible for the ITC under the Inflation Reduction Act of 2022, as amended; and pursuant to the IRA, Customer as a tax-exempt entity, may elect to receive direct payment in exchange for the ITC.

As may be reasonably requested, JCI agrees to assist Customer by providing information on project implementation for claiming an ITC and pursuing a direct payment. The submittal and contents of documentation to claim an ITC and pursue a direct payment, including, but not limited to, pre-registration, tax, or compliance documentation, are the responsibility of Customer. Customer agrees Customer is responsible for computing and verifying the ITC Amount it ultimately claims.

JCI agrees Customer shall be entitled to an ITC Amount as outlined in Schedule 2 attributable to implementation of the solar photovoltaic scope of the Work, provided Customer timely satisfies its responsibilities and conditions to eligibility under this Agreement, the IRA, and other applicable Law. The ITC Amount is subject to an equitable adjustment in the event of any material changes in the scope of the Work or applicable Law, including without limitation new or changed interpretations of law and administrative guidance; Customer, third-party or inter-governmental delays, acts, or omissions; or revised appropriation of funds by the federal government. For avoidance of doubt, JCI is not responsible for delays in Customer's receipt of an ITC direct payment, ITC recapture, unavailability of federal funds, or changes in the ITC program or other applicable Laws, regulations, guidance, or interpretations. JCI and customer acknowledges that there are program changes coming as of July 3, 2026, and December 31, 2027. Reasonable access to sites to accomplish installation and obtain permission to operate (PTO) will be required.

Customer agrees to take such action necessary for achievement of an ITC direct payment and provide JCI information regarding Customer's receipt of ITC funds upon request for measurement and verification. Customer acknowledges that its receipt of an ITC direct payment as a result of the project may vary from guaranteed amounts based on certain factors that include, without limitation, Customer's eligibility for bonus amounts, use of tax-exempt financing, Customer's receipt of other incentives, tax deductions, or tax credits associated with the Work, and forthcoming federal guidance, which are not the responsibility of JCI and shall not constitute a Project Benefits Shortfall or an obligation of JCI to make a Project Benefits Shortfall payment. Notwithstanding any provision to the contrary in this Agreement, including Schedule 2, no Project Benefits Shortfall will be paid if the total direct payment ITC Amount as a result of the project and received by Customer, equals or exceeds the ITC Amount regardless of when the federal government distributes such funds.

The parties acknowledge JCI is not providing tax, accounting, legal, or municipal security advice. All funds received from an ITC direct payment from the project, including amounts in excess of the ITC Amount, shall be included in the Annual Project Benefits Realized.

The Parties acknowledge that because the Project has not commenced construction prior to December 31, 2025, certain foreign entity of concern requirements (FEOC) may apply as to the ITC Direct Pay for solar photovoltaic Work. The Parties intend to satisfy FEOC requirements, as known at the date of execution of this Agreement / Amendment. To the extent that further evolution of the FEOC requirements or other changes in law, as herein specified, result in lack of achievement of the ITC Direct Pay, JCI is not responsible for and has no liability associated with Customer not qualifying for or achieving the ITC Amount, and for purposes of clarify, no Project Benefits Shortfall will be owed by JCI. JCI and Customer shall work together to promptly assess the impacts of any change in law and modify scope as appropriate.

In the event that ITC direct pay funds are denied, reduced, or otherwise materially altered due to changes in federal or state programs, regulations, or eligibility determinations, and such changes would result in the

project failing to meet 18-year simple payback period, JCI and Customer shall work cooperatively to develop scope modifications necessary to maintain project simple payback under 18 years. All such scope changes and revisions shall be subject to prior written approval by the School District and shall be resubmitted to NYSED for review and approval.

- q. **On Page 71 of the Agreement, under Schedule 4, remove 1. Total Agreement Price in its entirety and replace with the following:**

1. **Total Agreement Price.** The total cost of the project, including payment for JCI, the Architect/Engineer and the Construction Manager is **\$30,010,943**.

Johnson Controls, Inc.:	\$28,343,756
Architect/Engineer:	\$1,417,188
Construction Manager:	\$250,000
Total	\$30,010,943

The total price to be paid by Customer for the Work, including payment for JCI (\$28,343,756) and the Engineer (\$1,417,188) is **\$29,760,943**.

Customer is responsible to make payments directly to the Construction Manager. The payment to the Construction Manager is **\$250,000**.

Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due: 30% down payment or \$8,928,283 due upon SED approval, customer's securing of acceptable financing, and the issuance of the Notice to Proceed. Balance shall be invoiced monthly using AIA Invoice format.

Customer shall make payment to JCI against monthly invoices for work completed and approved in accordance with the agreed upon Schedule of Values. Payments will be made on a progress payment basis for work completed and accepted by the Customer and the Architect using the AIA Invoice format. JCI must attach certified payrolls to each application for payment, together with supporting documents as required by the Customer and Architect.

JCI understands that, due to District cycles, payment timelines must be flexible. Therefore, payments are due upon Customer's receipt of JCI's invoice and shall be paid within forty-five (45) days. Invoicing disputes must be identified in writing within thirty (30) days of the date of the invoice. Payment of disputed amounts are due and payable upon resolution. All other amounts remain due within forty-five (45) days. Payment is a condition precedent to JCI's obligation to perform the Work hereunder.

Customer's failure to make payments when due, after written notice thereof to Customer and an additional thirty (30) day period to cure, will give JCI, without prejudice to any other right or remedy, the right to stop performing any Work or M&V Services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement.

- r. **On Page 71 of the Agreement, under Schedule 4, under 2. Payments to Architectural / Engineering Services, replace "1,426,341" with "1,417,188".**

2. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.

3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

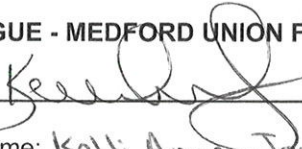
4. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.

5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

6. This Amendment to the Agreement shall not be executory until approval of the Commissioner of Education is obtained.

IN WITNESS WHEREOF, JCI and Customer have entered this Amendment, effective as of the date first set forth above.

PATCHOGUE - MEDFORD UNION FREE SCHOOL DISTRICT

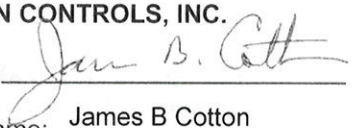
Signature: 

Printed Name: Kelli Anne Jennings

Title: President, Board of Education

Date: 7/22/2024

JOHNSON CONTROLS, INC.

Signature: 

Printed Name: James B Cotton

Title: Area General Manager

Date: 6/17/26